

ITEL

RECORDATION NO. 9932-0
FILED 1428

FEB 24 1983 12 35 PM

Rail Division

Two Embarcadero Center
San Francisco, California 94111
(415) 955-9090
Telex 34234

INTERSTATE COMMERCE COMMISSION

3-055A125

No. FEB 24 1983

Date

Fee \$ 10.00

ICC Washington, D. C.

December 22, 1982

Ms. Agatha Mergenovich, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. Section 11303(a) and the Interstate Commerce Commission's rules and regulations thereunder, I enclose herewith on behalf of Itel Corporation, Rail Division ("Itel"), for filing and recordation as an additional filing under I.C.C. Recordation No. 9932, filed on December 22, 1978 at 10:00 A.M., four (4) counterparts of the following document:

Supplement No. 11 dated as of January 11, 1982 to the Equipment Trust Agreement dated as of November 1, 1978 between First Security Bank of Utah, N.A. as Trustee and Itel (the "Supplement").

The names and addresses of the parties to the aforementioned Supplement are:

1. Itel Corporation
Rail Division
Two Embarcadero Center
San Francisco, California 94111
2. First Security Bank of Utah, N.A.
79 South Main Street
Salt Lake City, Utah 84111

The Equipment covered by the Supplement is thirty-five (35) 70-ton flush deck flatcars 89'4" in length (A.A.R. mechanical designation FC) bearing the reporting marks DTI 90100 through and including 90134.


Also enclosed is a check in the amount of \$10.00 for the required recording fee.

RECEIVED
FEB 27 12 30 PM '83
I.C.C.
FEE OPERATION BR.

Ms. Agatha Mergenovich, Secretary
December 22, 1982
Page Two

Please stamp all counterparts of the enclosed Amendment with your official recording stamp. You will wish to retain one (1) counterpart of the document for your files; it is requested that the remaining three (3) counterparts be delivered to the bearer of this letter.

Sincerely,



Patricia Salas Pineda
Counsel

PSP:dmm
Enclosures

cc: Michael Walsh, Esq.
Weil, Gotshal & Manges
767 Fifth Avenue
New York, New York 10020

Robert S. Clark, Esq.
Senior Trust Officer
First Security Bank of Utah, N.A.
Corporate Trust Division
79 South Main Street
Salt Lake City, Utah 84111

Linda Lawrence
Itel Corporation

7752-0
L-0233
10/5/82

RECORDATION NO. 7932-0
FEB 24 1983 - 12 35 PM
INTERSTATE COMMERCE COMMISSION

**SUPPLEMENT NO. 11 TO EQUIPMENT TRUST AGREEMENT
DATED AS OF NOVEMBER 1, 1978**

SUPPLEMENT NO. 11 dated as of January 11, 1982 to Equipment Trust Agreement dated as of November 1, 1978 (such Equipment Trust Agreement, together with any amendments or supplements thereto, being hereinafter called the "Equipment Trust Agreement"), between **FIRST SECURITY BANK OF UTAH, N.A.** as Trustee (hereinafter called the "Trustee"), and **ITEL CORPORATION**, a Delaware corporation (hereinafter called "Itel").

WHEREAS, the parties hereto are parties to the Equipment Trust Agreement which was filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. 11303 on December 22, 1978, and given recordation number 9932; and

WHEREAS, the Equipment Trust Agreement was supplemented by Supplement Nos. 1-7 and said Supplement Nos. 1-7 were filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. 11303 on December 28, 1978, January 22, 1979, March 28, 1979, May 29, 1979, March 17, 1980, June 2, 1980, and October 21, 1980 respectively, and given recordation numbers 9932-A, 9932-B, 9932-C, 9932-D, 9932-E, 9932-F, and 9932-H respectively; and the Equipment Trust Agreement was amended by Amendment No. 1 which was filed on June 30, 1980 and given recordation number 9932-G; and the Trust Agreement was further amended by the Amendment and Instrument of Acceptance by Successor Trustee which was filed on July 7, 1981 and given recordation number 9932-K; and the Equipment Trust Agreement is also to be supplemented by Supplement Nos. 8, 9, and 10, to be filed concurrently herewith; and

WHEREAS, Itel and American Rail Heritage, d/b/a/ Crab Orchard and Egyptian Railroad (hereinafter called "CO&ER") entered into a lease dated as of June 21, 1978 (such lease, together with any amendment(s) or supplement(s) thereto, being hereinafter called the "CO&ER Lease"), providing for the leasing by Itel to CO&ER of certain units of Trust Equipment as defined in the Equipment Trust Agreement; and

WHEREAS, the CO&ER Lease may also cover the leasing to CO&ER of other equipment not included as part of the Trust Equipment; and

WHEREAS, pursuant to Subsection 6.C. of the CO&ER Lease and a termination letter to CO&ER from Itel dated as of September 14, 1981, Itel has terminated the CO&ER Lease as to thirty-five (35) units of Trust Equipment bearing reporting marks within the series COER 250050 through and including COER 250099 (the "Terminated Equipment"); and

WHEREAS, pursuant to a lease of equipment dated as of March 10, 1981 (such lease, together with any amendment(s) or supplement(s) thereto being hereinafter referred to as the "DTI Lease") between Itel as lessor and Detroit, Toledo and Ironton as lessee ("DTI"), DTI has leased from Itel the Terminated Equipment formerly leased by Itel to CO&ER; and

WHEREAS, the DTI Lease may cover the leasing to DTI of other equipment not included as part of the Trust Equipment; and

WHEREAS, pursuant to the DTI Lease, the reporting marks of the Terminated Equipment have been changed by re-marking to DTI 90100 through and including DTI 90134 as is fully set forth in Annex I attached hereto; and

WHEREAS, Sections 4.07 and 6.03 of the Equipment Trust Agreement require Itel to file with the Interstate Commerce Commission a statement of reporting marks of Trust Equipment substituted through re-marking of the Trust Equipment for any previous reporting marks of Trust Equipment.

NOW, THEREFORE, in consideration of the initial covenants and promises herein contained, the parties hereto agree as follows:

SECTION 1. Schedule A of the Equipment Trust Agreement, as amended by Supplement Nos. 1-10, is further amended by deleting those former reporting marks within the series COER 250050 through and including COER 250099 fully set forth in Annex I attached hereto, and replacing them with reporting marks DTI 90100 through and including DTI 90134 as fully set forth in Annex I attached hereto.

SECTION 2. The Trustee hereby consents to the termination, with respect to the above-referenced Trust Equipment, of the CO&ER Lease and to the entering into by Itel of the DTI Lease. The granting of this consent is specifically conditioned on the fact that the Lease to the Lessee provides in paragraph 8.A. thereof that it is subordinate to the rights of any owner or secured party under any financing agreement entered into by Itel in connection with the acquisition of the railcars, i.e., upon notice to the sublessee thereunder from any such secured party or owner that an event of default has occurred and is continuing under such financing agreement such party may require that all rent shall be made directly to such party and/or that the railcars be returned to such party. The Trustee specifically reserves all its rights to enforce this subordination provision, including its existing right to obtain immediate possession of the railcars; notwithstanding that the term of the lease to the Lessee made as of March 10, 1981 may not expire as to the railcars described in Equipment Schedule No. 1 thereto no later than May 1, 1986.

SECTION 3. Except as hereinabove specifically set forth, the Equipment Trust Agreement shall remain in full force and effect as when executed.

SECTION 4. The provisions of this Supplement No. 11 and all rights and obligations of the parties hereunder, shall be governed by the laws of the State of Utah.

**FIRST SECURITY BANK OF UTAH,
NATIONAL ASSOCIATION**

By: 
Trust Officer **ROBERT S. CLARK**

ITEL CORPORATION

By: 
President, Rail Division

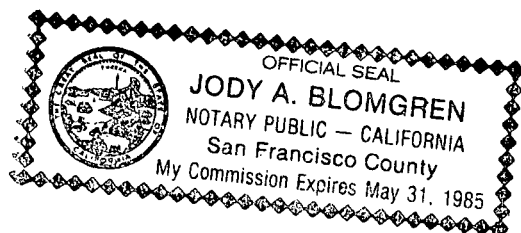
L-0233

ANNEX I

<u>Units of Trust Equipment</u>	<u>Previous COER Road Numbers</u>	<u>Current DTI Road Numbers</u>	<u>Trust Equipment Description</u>
35	COER 250050	DTI 90100	70-ton, 98' 4" flatcars for trailer and con- tainer service, mechanical designation FC.
	250053	90101	
	250056	90102	
	250061	90103	
	250062	90104	
	250064	90105	
	250066	90106	
	250079	90107	
	250097	90108	
	250075	90109	
	250071	90110	
	250080	90111	
	250058	90112	
	250078	90113	
	250076	90114	
	250081	90115	
	250051	90116	
	250096	90117	
	250082	90118	
	250086	90119	
	250068	90120	
	250088	90121	
	250059	90122	
	250090	90123	
	250099	90124	
	250060	90125	
	250094	90126	
	250057	90127	
	250098	90128	
	250083	90129	
	250095	90130	
	250092	90131	
	250093	90132	
	250069	90133	
	250089	90134	

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN FRANCISCO)

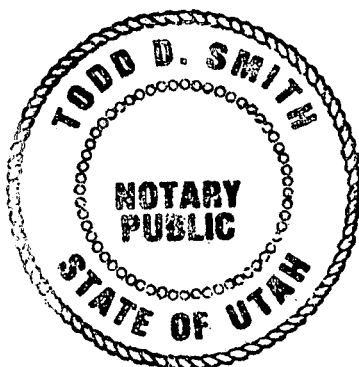
On this 18th day of November, 1982, before me personally appeared Edward M. O'Dea, to me personally known, who being by me duly sworn says that he is President of ITEL Corporation, Rail Division, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Jody A. Blomgren
Notary Public

STATE OF UTAH)
) ss:
COUNTY OF SALT LAKE)

On this day 16 of Feb, 1982, ³⁷⁸⁸ before me personally appeared ROBERT S. CLARK, to me personally known, who being by me duly sworn says that such person is a Senior Trust Officer of First Security Bank of Utah, N.A., a national banking association, and that the foregoing instrument was signed and sealed on behalf of said national banking association by authority of its Board of Directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.



[Signature]
Notary Public
8/13/85